

1 ENGROSSED HOUSE AMENDMENT
TO
2 ENGROSSED SENATE BILL NO. 487

By: Paddack, Garrison and
Ballenger of the Senate

3
and
4
Cox of the House
5
6

7
8 (officers - charitable health care providers -
9 rules -
10 effective date)
11
12

13 AUTHORS: Add the following House Coauthors: Peterson and Walker
14 AMENDMENT NO. 1. Strike the stricken title, enacting clause and
entire bill and insert
15

16 "(officers - community health care providers -
17 volunteer license - Volunteer Professional
18 Services Immunity Act -
19 effective date)
20
21

22 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:
23
24

1 SECTION 1. AMENDATORY 51 O.S. 2001, Section 152, as last
2 amended by Section 1, Chapter 348, O.S.L. 2008 (51 O.S. Supp. 2008,
3 Section 152), is amended to read as follows:

4 Section 152. As used in The Governmental Tort Claims Act:

5 1. "Action" means a proceeding in a court of competent
6 jurisdiction by which one party brings a suit against another;

7 2. "Agency" means any board, commission, committee, department
8 or other instrumentality or entity designated to act in behalf of
9 the state or a political subdivision;

10 3. "Charitable health care provider" means a person who is
11 licensed, certified, or otherwise authorized by the laws of this
12 state to administer health care in the ordinary course of
13 business or the practice of a profession and who provides care
14 to a medically indigent person, as defined in paragraph 8 of
15 this section, with no expectation of or acceptance of
16 compensation of any kind;

17 4. "Claim" means any written demand presented by a claimant or
18 the claimant's authorized representative in accordance with this act
19 to recover money from the state or political subdivision as
20 compensation for an act or omission of a political subdivision or
21 the state or an employee;

22 5. "Claimant" means the person or the person's authorized
23 representative who files notice of a claim in accordance with The
24

1 Governmental Tort Claims Act. Only the following persons and no
2 others may be claimants:

3 a. any person holding an interest in real or personal
4 property which suffers a loss, provided that the claim
5 of the person shall be aggregated with claims of all
6 other persons holding an interest in the property and
7 the claims of all other persons which are derivative
8 of the loss, and that multiple claimants shall be
9 considered a single claimant,

10 b. the individual actually involved in the accident or
11 occurrence who suffers a loss, provided that the
12 individual shall aggregate in the claim the losses of
13 all other persons which are derivative of the loss, or

14 c. in the case of death, an administrator, special
15 administrator or a personal representative who shall
16 aggregate in the claim all losses of all persons which
17 are derivative of the death;

18 6. "Community health care provider" means:

19 a. a health care provider who volunteers services at a
20 community health center that has been deemed by the
21 U.S. Department of Health and Human Services as a
22 federally qualified health center as defined by 42
23 U.S.C., Section 1396d(1) (2) (B),

24

1 b. a health provider who provides services to an
2 organization that has been deemed a federally
3 qualified look-alike community health center, and
4 c. a health care provider who provides services to a
5 community health center that has made application to
6 the U.S. Department of Health and Human Services for
7 approval and deeming as a federally qualified look-
8 alike community health center in compliance with
9 federal application guidance, and has received
10 comments from the U.S. Department of Health and Human
11 Services as to the status of such application with the
12 established intent of resubmitting a modified
13 application, or, if denied, a new application, no
14 later than six (6) months from the date of the
15 official notification from the U.S. Department of
16 Health and Human Services requiring resubmission of a
17 new application;

18 7. "Employee" means any person who is authorized to act in
19 behalf of a political subdivision or the state whether that person
20 is acting on a permanent or temporary basis, with or without being
21 compensated or on a full-time or part-time basis.

22 a. Employee also includes:

23 (1) all elected or appointed officers, members of
24 governing bodies and other persons designated to

1 act for an agency or political subdivision, but
2 the term does not mean a person or other legal
3 entity while acting in the capacity of an
4 independent contractor or an employee of an
5 independent contractor,

6 (2) from September 1, 1991, through June 30, 1996,
7 licensed physicians, licensed osteopathic
8 physicians and certified nurse-midwives providing
9 prenatal, delivery or infant care services to
10 State Department of Health clients pursuant to a
11 contract entered into with the State Department
12 of Health in accordance with paragraph 3 of
13 subsection B of Section 1-106 of Title 63 of the
14 Oklahoma Statutes but only insofar as services
15 authorized by and in conformity with the terms of
16 the contract and the requirements of Section 1-
17 233 of Title 63 of the Oklahoma Statutes, and

18 (3) any volunteer, full-time or part-time firefighter
19 when performing duties for a fire department
20 provided for in subparagraph j of paragraph 10 of
21 this section.

22 b. For the purpose of The Governmental Tort Claims Act,
23 the following are employees of this state, regardless
24

1 of the place in this state where duties as employees
2 are performed:

3 (1) physicians acting in an administrative capacity,

4 (2) resident physicians and resident interns
5 participating in a graduate medical education
6 program of the University of Oklahoma Health
7 Sciences Center, the College of Osteopathic
8 Medicine of Oklahoma State University, or the
9 Department of Mental Health and Substance Abuse
10 Services,

11 (3) faculty members and staff of the University of
12 Oklahoma Health Sciences Center and the College
13 of Osteopathic Medicine of Oklahoma State
14 University, while engaged in teaching duties,

15 (4) physicians who practice medicine or act in an
16 administrative capacity as an employee of an
17 agency of the State of Oklahoma,

18 (5) physicians who provide medical care to inmates
19 pursuant to a contract with the Department of
20 Corrections,

21 (6) any person who is licensed to practice medicine
22 pursuant to Title 59 of the Oklahoma Statutes,
23 who is under an administrative professional
24 services contract with the Oklahoma Health Care

1 Authority under the auspices of the Oklahoma
2 Health Care Authority Chief Medical Officer, and
3 who is limited to performing administrative
4 duties such as professional guidance for medical
5 reviews, reimbursement rates, service
6 utilization, health care delivery and benefit
7 design for the Oklahoma Health Care Authority,
8 only while acting within the scope of such
9 contract,

10 (7) licensed medical professionals under contract
11 with city, county, or state entities who provide
12 medical care to inmates or detainees in the
13 custody or control of law enforcement agencies,
14 and

15 (8) licensed mental health professionals as defined
16 in Sections 1-103 and 5-502 of Title 43A of the
17 Oklahoma Statutes, who are conducting initial
18 examinations of individuals for the purpose of
19 determining whether an individual meets the
20 criteria for emergency detention as part of a
21 contract with the Department of Mental Health and
22 Substance Abuse Services.

23 Physician faculty members and staff of the University
24 of Oklahoma Health Sciences Center and the College of

1 Osteopathic Medicine of Oklahoma State University not
2 acting in an administrative capacity or engaged in
3 teaching duties are not employees or agents of the
4 state.

5 c. Except as provided in subparagraph b of this
6 paragraph, in no event shall the state be held liable
7 for the tortious conduct of any physician, resident
8 physician or intern while practicing medicine or
9 providing medical treatment to patients;

10 ~~7.~~ 8. "Loss" means death or injury to the body or rights of a
11 person or damage to real or personal property or rights therein;

12 ~~8.~~ 9. "Medically indigent" means a person requiring medically
13 necessary hospital or other health care services for the person or
14 the dependents of the person who has no public or private third-
15 party coverage, and whose personal resources are insufficient to
16 provide for needed health care;

17 ~~9.~~ 10. "Municipality" means any incorporated city or town, and
18 all institutions, agencies or instrumentalities of a municipality;

19 ~~10.~~ 11. "Political subdivision" means:

- 20 a. a municipality,
- 21 b. a school district,
- 22 c. a county,
- 23 d. a public trust where the sole beneficiary or
24 beneficiaries are a city, town, school district or

1 county. For purposes of The Governmental Tort Claims
2 Act, a public trust shall include a municipal hospital
3 created pursuant to Section 30-101 et seq. of Title 11
4 of the Oklahoma Statutes, a county hospital created
5 pursuant to Section 781 et seq. of Title 19 of the
6 Oklahoma Statutes, or is created pursuant to a joint
7 agreement between such governing authorities, that is
8 operated for the public benefit by a public trust
9 created pursuant to Section 176 et seq. of Title 60 of
10 the Oklahoma Statutes and managed by a governing board
11 appointed or elected by the municipality, county, or
12 both, who exercises control of the hospital, subject
13 to the approval of the governing body of the
14 municipality, county, or both,

15 e. for the purposes of The Governmental Tort Claims Act
16 only, a housing authority created pursuant to the
17 provisions of the Oklahoma Housing Authority Act,

18 f. for the purposes of The Governmental Tort Claims Act
19 only, corporations organized not for profit pursuant
20 to the provisions of the Oklahoma General Corporation
21 Act for the primary purpose of developing and
22 providing rural water supply and sewage disposal
23 facilities to serve rural residents,
24

- 1 g. for the purposes of The Governmental Tort Claims Act
2 only, districts formed pursuant to the Rural Water,
3 Sewer, Gas and Solid Waste Management Districts Act,
4 h. for the purposes of The Governmental Tort Claims Act
5 only, master conservancy districts formed pursuant to
6 the Conservancy Act of Oklahoma,
7 i. for the purposes of The Governmental Tort Claims Act
8 only, a fire protection district created pursuant to
9 the provisions of Section 901.1 et seq. of Title 19 of
10 the Oklahoma Statutes,
11 j. for the purposes of The Governmental Tort Claims Act
12 only, a benevolent or charitable corporate volunteer
13 or full-time fire department for an unincorporated
14 area created pursuant to the provisions of Section 592
15 et seq. of Title 18 of the Oklahoma Statutes,
16 k. for purposes of The Governmental Tort Claims Act only,
17 an Emergency Services Provider rendering services
18 within the boundaries of a Supplemental Emergency
19 Services District pursuant to an existing contract
20 between the Emergency Services Provider and the
21 Oklahoma State Department of Health. Provided,
22 however, that the acquisition of commercial liability
23 insurance covering the activities of such Emergency
24 Services Provider performed within the State of

1 Oklahoma shall not operate as a waiver of any of the
2 limitations, immunities or defenses provided for
3 political subdivisions pursuant to the terms of The
4 Governmental Tort Claims Act,

5 l. for purposes of The Governmental Tort Claims Act only,
6 a conservation district created pursuant to the
7 provisions of the Conservation District Act,

8 m. for purposes of The Governmental Tort Claims Act,
9 districts formed pursuant to the Oklahoma Irrigation
10 District Act,

11 n. for purposes of The Governmental Tort Claims Act only,
12 any community action agency established pursuant to
13 Sections 5035 through 5040 of Title 74 of the Oklahoma
14 Statutes,

15 o. for purposes of The Governmental Tort Claims Act only,
16 any organization that is designated as a youth
17 services agency, pursuant to Section 7302-3.6a of
18 Title 10 of the Oklahoma Statutes,

19 p. for purposes of The Governmental Tort Claims Act only,
20 any judge presiding over a drug court, as defined by
21 Section 471.1 of Title 22 of the Oklahoma Statutes,
22 and

23
24

1 q. for purposes of The Governmental Tort Claims Act only,
2 any child-placing agency licensed by this state to
3 place children in foster family homes,
4 and all their institutions, instrumentalities or agencies;

5 ~~11.~~ 12. "Scope of employment" means performance by an employee
6 acting in good faith within the duties of the employee's office or
7 employment or of tasks lawfully assigned by a competent authority
8 including the operation or use of an agency vehicle or equipment
9 with actual or implied consent of the supervisor of the employee,
10 but shall not include corruption or fraud;

11 ~~12.~~ 13. "State" means the State of Oklahoma or any office,
12 department, agency, authority, commission, board, institution,
13 hospital, college, university, public trust created pursuant to
14 Title 60 of the Oklahoma Statutes of which the State of Oklahoma is
15 the beneficiary, or other instrumentality thereof; and

16 ~~13.~~ 14. "Tort" means a legal wrong, independent of contract,
17 involving violation of a duty imposed by general law or otherwise,
18 resulting in a loss to any person, association or corporation as the
19 proximate result of an act or omission of a political subdivision or
20 the state or an employee acting within the scope of employment.

21 SECTION 2. NEW LAW A new section of law to be codified
22 in the Oklahoma Statutes as Section 152.3 of Title 51, unless there
23 is created a duplication in numbering, reads as follows:

24

1 A. 1. The State Department of Health may enter into agreements
2 with community health care providers in which the provider
3 stipulates to the State Department of Health that when the provider
4 renders professional services, such services will be provided
5 without compensation to the community health care provider, although
6 the facility may assess a sliding scale co-pay fee;

7 2. The State Department of Health shall adopt rules which
8 specify the conditions for termination of any such agreement, and
9 the rules shall be made a part of the agreement; and

10 3. A community health care provider, for purposes of any claim
11 for damages arising as a result of rendering professional services
12 to a person, which professional services were rendered without
13 compensation or expectation of payment to the community health care
14 provider, at a time when an agreement entered into by the community
15 health care provider with the State Department of Health, pursuant
16 to this section was in effect, shall be considered an employee of
17 the state under The Governmental Tort Claims Act.

18 B. The State Department of Health shall adopt rules on
19 eligibility criteria for determining whether a person qualifies to
20 receive services on a sliding scale co-pay basis.

21 C. Any claim arising from the rendering of or failure to render
22 professional services by a community health care provider brought
23 pursuant to The Governmental Tort Claims Act shall not be considered
24 by an insurance company in determining the rate charged for any

1 professional liability insurance policy for health care providers
2 nor whether to cancel any such policy.

3 SECTION 3. AMENDATORY 51 O.S. 2001, Section 158, as
4 amended by Section 2, Chapter 102, O.S.L. 2006 (51 O.S. Supp. 2008,
5 Section 158), is amended to read as follows:

6 Section 158. A. The state or a political subdivision, after
7 conferring with authorized legal counsel, may settle or defend
8 against a claim or suit brought against it or its employee under
9 this act subject to any procedural requirements imposed by statute,
10 ordinance, resolution or written policy, and may appropriate money
11 for the payment of amounts agreed upon. When the amount of any
12 settlement exceeds Twenty-five Thousand Dollars (\$25,000.00), and
13 any payment required by the settlement will not be paid through an
14 applicable contract or policy of insurance, the settlement shall not
15 be effective until approved by the district court and entered as a
16 judgment as provided by law.

17 B. Any settlement payout pursuant to this section may be
18 structured in any manner as agreed to by the parties involved.

19 C. If a policy or contract of liability insurance covering the
20 state or political subdivision or its employees is applicable, the
21 terms of the policy govern the rights and obligations of the state
22 or political subdivision and the insurer with respect to the
23 investigation, settlement, payment and defense of claims or suits
24 against the state or political subdivision or its employees covered

1 by the policy. However, the insurer may not enter into a settlement
2 for an amount which exceeds the insurance coverage without the
3 approval of the governing body of the state or political subdivision
4 or its designated representative if the state or political
5 subdivision is insured.

6 ~~C.~~ D. Nothing in this section shall be construed to repeal or
7 modify Sections 361 through 365.6 and 435 of Title 62 of the
8 Oklahoma Statutes and it is intended that this section be construed
9 in conformance with those sections.

10 ~~D.~~ E. The state or a political subdivision shall not be liable
11 for any costs, judgments or settlements paid through an applicable
12 contract or policy of insurance but shall be entitled to set off
13 those payments against liability arising from the same occurrence.

14 ~~E.~~ F. The state or a political subdivision shall have the right
15 of subrogation against the insurer issuing any applicable contractor
16 policy of insurance to the monetary limit of said policy of
17 insurance or contract, if judgment or settlement of any claim
18 arising pursuant to this act results in the imposition of monetary
19 liability upon the state or the political subdivision.

20 ~~F.~~ G. Judgments, orders, and settlements of claims shall be
21 open public records unless sealed by the court for good cause shown.

22 SECTION 4. AMENDATORY Section 1, Chapter 138, O.S.L.
23 2003, as last amended by Section 3, Chapter 133, O.S.L. 2007 (59
24 O.S. Supp. 2008, Section 493.5), is amended to read as follows:

1 Section 493.5 A. 1. There is established a special volunteer
2 ~~medical~~ license for ~~physicians~~ eligible volunteers from a medically
3 related field who are retired from active practice or actively
4 licensed in another state and practicing in that state and wish to
5 donate their expertise for the ~~medical~~ care and treatment of
6 indigent and needy persons of this state.

7 2. For purposes of this section:

8 a. "eligible volunteer" means a physician, physician
9 assistant, nurse, dentist, optometrist or pharmacist,
10 and

11 b. "nurse" means an advanced practice nurse, advanced
12 registered nurse practitioner, registered nurse, or
13 licensed practical nurse.

14 3. The special volunteer ~~medical~~ license shall be:

15 ~~1. Issued~~

16 a. issued by the State Board of Medical Licensure and
17 Supervision to eligible physicians,

18 ~~2. Issued~~ and physician assistants, by the Oklahoma Board of
19 Nursing to eligible nurses, the Board of Dentistry to
20 eligible dentists, the Board of Examiners in Optometry
21 to eligible optometrists, and by the Board of Pharmacy
22 to eligible pharmacists,

23 b. issued without the payment of an application fee,
24 license fee or renewal fee,

1 ~~3. Issued,~~

2 c. issued or renewed without any continuing education
3 requirements in this state~~;~~

4 ~~4. Issued,~~

5 d. issued for a fiscal year or part thereof~~;~~ and

6 ~~5. Renewable~~

7 e. renewable annually upon approval of the applicable
8 Board.

9 B. ~~A physician must~~ An eligible volunteer shall meet the
10 following requirements ~~to be eligible for~~ before obtaining a special
11 volunteer ~~medical~~ license:

12 1. Completion of a special volunteer ~~medical~~ license
13 application, including, as applicable, documentation of:

14 a. the ~~physician's~~ medical school graduation of the
15 physician,

16 b. the completion of a physician assistant program by a
17 physician assistant,

18 c. the completion of the basic professional curricula of
19 a school of nursing by the nurse,

20 d. the dental school graduation of the dentist,

21 e. the optometry school graduation of the optometrist, or

22 f. the school or college of pharmacy graduation of a
23 pharmacist, and

24 g. the relevant practice history of the applicant;

1 2. Documentation that the ~~physician~~ eligible volunteer has been
2 previously issued a full and unrestricted license to practice
3 ~~medicine~~ in Oklahoma or in another state of the United States and
4 that he or she has never been the subject of any ~~medical~~
5 professional disciplinary action in any jurisdiction;

6 3. Acknowledgement and documentation that the ~~physician's~~
7 practice of the eligible volunteer under the special volunteer
8 ~~medical~~ license will be exclusively and totally devoted to providing
9 ~~medical~~ care to needy and indigent persons in Oklahoma or to
10 providing care under the Oklahoma Medical Reserve Corps; and

11 4. Acknowledgement and documentation that the ~~physician~~
12 eligible volunteer ~~will~~ shall not receive or have the expectation to
13 receive any payment or compensation, either direct or indirect, for
14 any ~~medical~~ services rendered in this state under the special
15 volunteer ~~medical~~ license. The only exception to the indirect
16 compensation provision is for those out-of-state physicians,
17 physician assistants, nurses, dentists, optometrists or pharmacists
18 that participate in the free ~~medical~~ care given by means of
19 Telemedicine through the Shriners Hospitals for Children national
20 network.

21 SECTION 5. AMENDATORY Section 34, Chapter 368, O.S.L.
22 2004 (76 O.S. Supp. 2008, Section 32), is amended to read as
23 follows:
24

1 Section 32. A. This section shall be known and may be cited as
2 the "Volunteer ~~Medical~~ Professional Services Immunity Act".

3 B. Any volunteer ~~medical~~ professional and any organization that
4 arranges for the care given by the volunteer professional shall be
5 immune from liability in a civil action on the basis of any act or
6 omission of the volunteer ~~medical~~ professional resulting in damage
7 or injury if:

8 1. The volunteer ~~medical~~ professional services were provided at
9 a free clinic where neither the professional nor the clinic receives
10 any kind of compensation for any treatment provided at the clinic;

11 2. The volunteer ~~medical~~ professional was acting in good faith
12 and, if licensed, the services provided were within the scope of the
13 license of the volunteer ~~medical~~ professional;

14 3. The volunteer ~~medical~~ professional commits the act or
15 omission in the course of providing professional services; and

16 4. The damage or injury was not caused by gross negligence or
17 willful and wanton misconduct by the volunteer ~~medical~~ professional,
18 ~~and~~

19 ~~5. Before the volunteer medical professional provides~~
20 ~~professional medical services, the volunteer medical professional~~
21 ~~and the person receiving the services or, if that person is a minor~~
22 ~~or otherwise legally incapacitated, the person's parent,~~
23 ~~conservator, legal guardian, or other person with legal~~

1 ~~responsibility for the care of the person signs a written statement~~
2 ~~that acknowledges:~~

3 a. ~~that the volunteer medical professional providing~~
4 ~~professional medical services has no expectation of~~
5 ~~and will receive no compensation of any kind for~~
6 ~~providing the professional medical services, and~~

7 b. ~~an understanding of the limitations on the recovery of~~
8 ~~damages from the volunteer medical professional in~~
9 ~~exchange for receiving free professional medical~~
10 ~~services.~~

11 C. In the event the volunteer ~~medical~~ professional refers the
12 patient covered by this section to another volunteer ~~medical~~
13 professional for additional treatment, the referred volunteer
14 ~~medical~~ professional shall be subject to the provisions of this
15 section if:

16 1. The referred volunteer ~~medical~~ professional provides
17 services without receiving any compensation for the treatment;

18 2. The referred volunteer ~~medical~~ professional was acting in
19 good faith and, if licensed, the services provided were within the
20 scope of the license of the referred volunteer ~~medical~~ professional;

21 3. The referred volunteer ~~medical~~ professional commits the act
22 or omission in the course of providing professional services; and

23
24

1 4. The damage or injury was not caused by gross negligence or
2 willful and wanton misconduct by the referred volunteer ~~medical~~
3 ~~professional, and~~

4 ~~5. Before the referred volunteer medical professional provides~~
5 ~~professional services, the referred volunteer medical professional~~
6 ~~and the person receiving the services or, if that person is a minor~~
7 ~~or otherwise legally incapacitated, the person's parent,~~
8 ~~conservator, legal guardian, or other person with legal~~
9 ~~responsibility for the care of the person signs a written statement~~
10 ~~that acknowledges:~~

- 11 a. ~~that the referred volunteer medical professional~~
12 ~~providing professional medical services has no~~
13 ~~expectation of and will receive no compensation of any~~
14 ~~kind for providing the professional medical services,~~
15 ~~and~~
- 16 b. ~~an understanding of the limitations on the recovery of~~
17 ~~damages from the volunteer medical professional in~~
18 ~~exchange for receiving free professional medical~~
19 ~~services.~~

20 D. The provisions of this section shall not affect the
21 liability that any person may have which arises from the operation
22 of a motor vehicle, watercraft, or aircraft in rendering the
23 service, care, assistance, advice or other benefit as a volunteer
24 ~~medical professional.~~

1 E. The immunity from civil liability provided by this section
2 shall extend only to the actions taken by a person rendering the
3 service, care, assistance, advice or other benefit as a volunteer
4 ~~medical~~ professional, and does not confer any immunity to any person
5 for actions taken by the volunteer ~~medical~~ professional prior to or
6 after the rendering of the service, care, assistance, advice or
7 other benefit as a volunteer ~~medical~~ professional.

8 F. For the purpose of this section, the term "volunteer ~~medical~~
9 professional" and "referred volunteer ~~medical~~ professional" means a
10 person who voluntarily provides professional ~~medical~~ medically
11 related services without compensation or expectation of compensation
12 of any kind. A volunteer ~~medical~~ professional or a referred
13 volunteer ~~medical~~ professional shall include the following licensed
14 professionals, including those persons licensed in accordance with
15 Section 493.5 of Title 59 of the Oklahoma Statutes:

- 16 1. Physician;
- 17 2. ~~Physician's~~ Physician assistant;
- 18 3. Registered nurse;
- 19 4. Advanced nurse practitioner or vocational nurse;
- 20 5. Pharmacist;
- 21 6. Podiatrist;
- 22 7. Dentist or dental hygienist; or
- 23 8. Optometrist.

24

1 A volunteer ~~medical~~ professional shall be engaged in the active
2 practice of a medical professional or retired from a ~~medical~~
3 medically related profession, if still eligible to provide ~~medical~~
4 medically related professional services within this state.

5 G. Any person participating in a Medical Reserve Corps and
6 assisting with emergency management, emergency operations, or hazard
7 mitigation in response to any emergency, man-made disaster, or
8 natural disaster, or participating in public health initiatives
9 endorsed by a city, county or state health department in the State
10 of Oklahoma, shall not be liable for civil damages on the basis of
11 any act or omission, if:

12 1. The person was acting in good faith and within the scope of
13 the official duties and functions of the Medical Reserve Corps; and

14 2. The acts or omissions were not caused from gross, willful,
15 or wanton acts of negligence.

16 H. This section shall apply to all civil actions filed on or
17 after November 1, 2004.

18 SECTION 6. This act shall become effective November 1, 2009.”
19
20
21
22
23
24

1 Passed the House of Representatives the 15th day of April, 2009.

2
3
4 Presiding Officer of the House of
Representatives
5

6 Passed the Senate the ____ day of _____, 2009.

7
8
9 Presiding Officer of the Senate
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24